

**AGREEMENT FOR EMERGENCY INTERCONNECTION OF WATER SYSTEMS
BETWEEN TERRA COTTA REALTY CO. AND
CITIZENS UTILITIES COMPANY OF ILLINOIS**

AGREEMENT between the TERRA COTTA REALTY CO., an Illinois Corporation,
hereinafter referred to as "Terra Cotta", and CITIZENS UTILITIES COMPANY OF ILLINOIS,
an Illinois Corporation, hereinafter referred to as "Citizens".

WHEREAS, Citizens is a public utility furnishing water through systems adjacent to the
systems operated by Terra Cotta; and

WHEREAS, Terra Cotta desires to have an interconnection between their water system
and Citizens' water system.

NOW THEREFORE, in consideration of the promises made herein, the parties agree as
follows:

1. Terra Cotta shall cause to be constructed an interconnection between their adjacent
water system and Citizens' system, said interconnection is to be constructed as shown on the map
marked Exhibit "A", attached hereto and incorporated by reference herein. Said interconnection
shall be constructed in accordance with the plans marked Exhibit "B", attached hereto and
incorporated by reference herein.

2. Terra Cotta shall install a back flow protector which must have a current valid
inspection. The back flow protector shall be required to be tested and inspected annually by
Terra Cotta at its expense. A copy of the results shall be provided to Citizens.

3. Terra Cotta, at its expense, shall install at the interconnection between its system and
Citizens' system a meter with a remote reader acceptable to Citizens. Terra Cotta shall test the
meter annually for accuracy and shall recalibrate the meter as required. The results of the meter

testing by Terra Cotta shall be provided to Citizens on an annual basis. Citizens shall also have access to the remote reader as needed.

4. The cost of the construction and maintenance of the interconnection shall be borne by Terra Cotta, and the title to the facility shall vest in Terra Cotta.

5. The interconnection to be constructed by Terra Cotta is to be used solely during emergencies and other occasions which are mutually agreed upon in writing. Such emergencies shall include but not be limited to fire, explosion, main breaks, and well pump failures.

6. Upon the occurrence of an emergency, Terra Cotta shall notify, by telephone or other means, Citizens of the occurrence of an emergency. Emergency telephone numbers are set forth on Exhibit "C", attached hereto and made a part hereof. The interconnection valves will be opened jointly by an employee of Terra Cotta and of Citizens after such notification unless waived by either party. Terra Cotta recognizes that Citizens has the right to deny opening the emergency interconnect valve, if Citizens believes opening the interconnect will jeopardize Citizens' water system. Notwithstanding anything to the contrary contained herein, fire-fighting shall be deemed an emergency for which use of the interconnection is permitted without such joint opening, but the party using it shall provide prompt telephonic notice to the operating personnel of the other party, coincident with such use.

7. Citizens shall not be liable to Terra Cotta or to any other person receiving service from Terra Cotta for deficiency or failure in the supply of water furnished under this Agreement or for any damage attributable thereto, except to the extent caused by the willful misconduct of Citizens. Terra Cotta shall hold Citizens harmless from any and all claims, damages and suits arising out of or in connection with deficiency or failure in the supply of water furnished under this Agreement or for any damage attributable thereto, except to the extent caused by the willfulness misconduct of Citizens.

8. It is understood that all water to be supplied hereunder shall be potable water and that the standards of the Illinois Department of Health for drinking water shall be the standards used in determining potability.

9. Terra Cotta shall be invoiced by Citizens for water usage by Terra Cotta in accordance with Citizens current rate in effect at the time. Terra Cotta shall pay to Citizens the amounts due within 30 days of receipt of invoice.

10. Each party shall have access to the meter to be installed pursuant to this Agreement at all reasonable times.

11. Citizens shall have the right to terminate this Agreement by giving Terra Cotta at least 120 days prior written notice thereof in the event that (i) Citizens discontinues operation of its water system described herein, (ii) the interconnection provided for herein is prohibited by the Illinois Commerce Commission or by applicable law, or (iii) Citizens is no longer a public utility regulated by the Illinois Commerce Commission. Terra Cotta shall have the right to terminate this Agreement by giving Citizens at least 120 days prior written notice thereof.

12. Any notice required to be given herein shall be made by certified mail, return receipt requested, to the address of the respective parties set forth below:

Citizens Utilities Company of Illinois
1000 Internationale Parkway
Woodridge, Illinois 60517
Attn: General Manger

Terra Cotta Realty Co.
3703 S. Route 31
Crystal Lake, Illinois 60012-1412
Attn: President

13. This Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the parties, but nothing herein contained shall be deemed to confer any rights upon any persons, firm or corporation other than the parties hereto and their successors and assigns.

Executed as of this 13th day of June, 2001.

CITIZENS UTILITIES COMPANY OF ILLINOIS

By: [Signature]
General Manager

WITNESS:

[Signature]

TERRA COTTA REALTY CO.

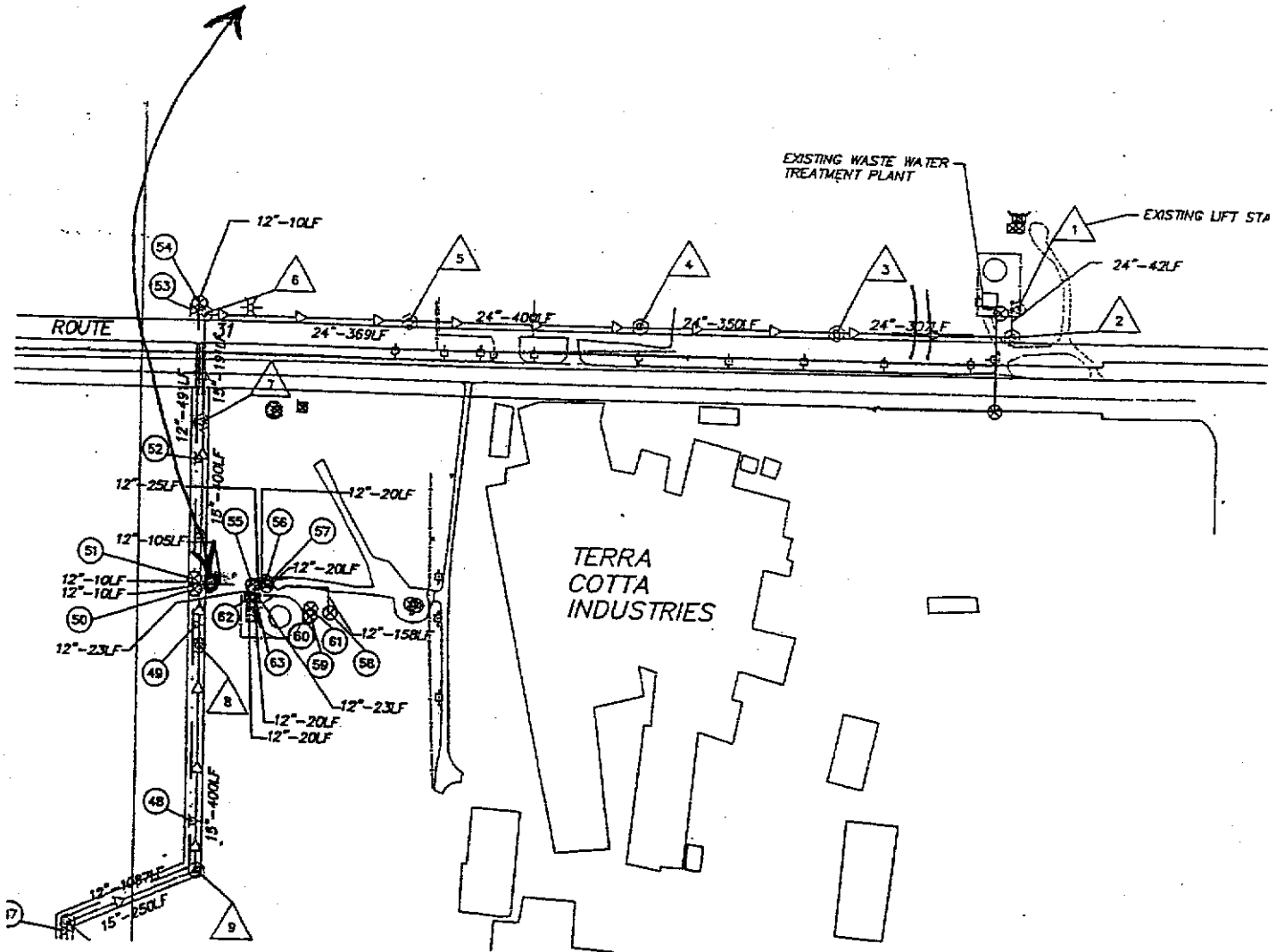
By: [Signature]
Chairman of the Board

WITNESS:

[Signature]



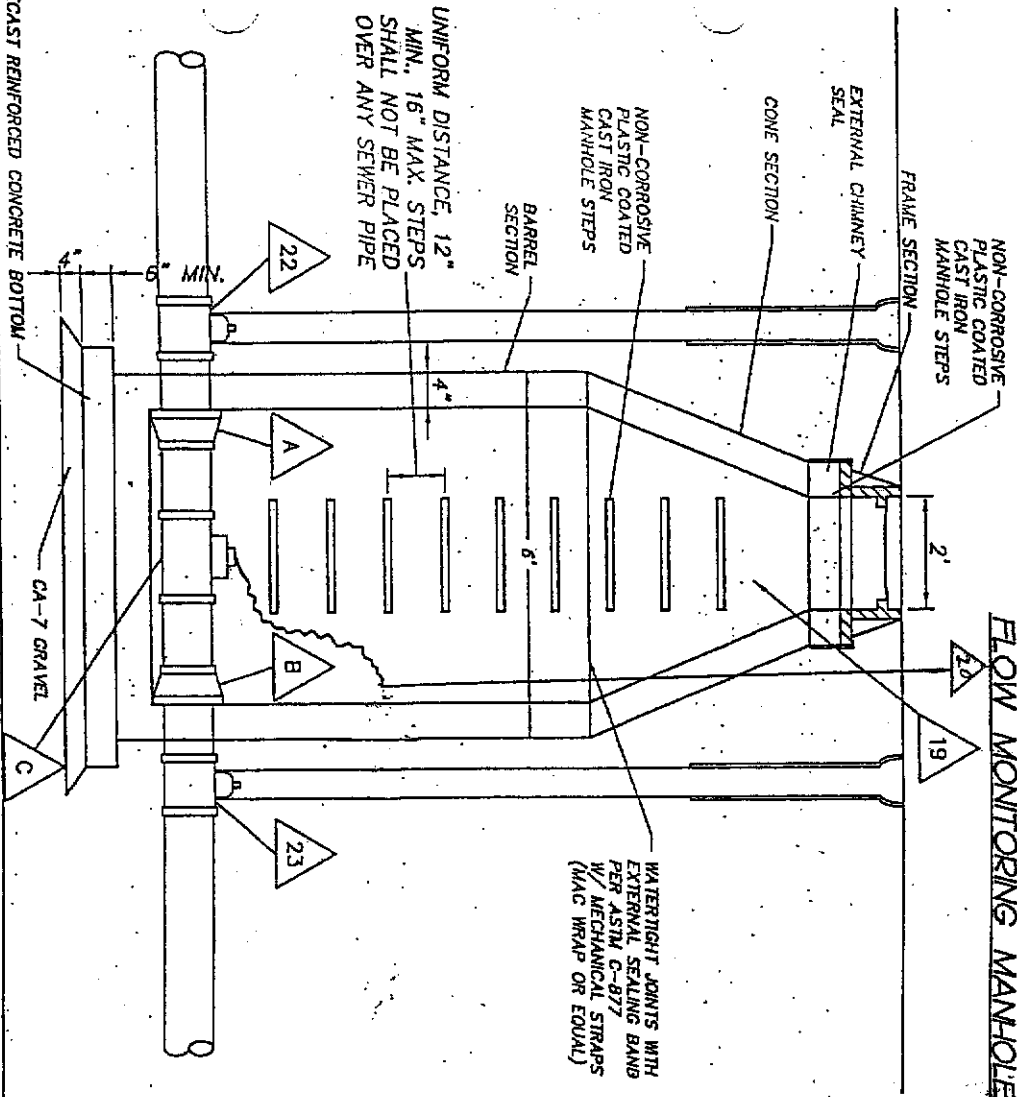
INTERCONNECTION



165,0

EXHIBIT B

FLOW MONITORING MANHOLE



A & B - (2) 12"x12" REDUCERS

C - 8" Sensus Turbo Meter

19. - 6' Flow Monitoring Manhole
RIM = 844.00
INV = 838.00

20. Remote Module Display Unit

22. - 12" Gate Valve w/Box
RIM = 844.00
INV = 839.00

23. - 12" Gate Valve w/Box
RIM = 843.00
INV = 838.00

PRECAST REINFORCED CONCRETE BOTTOM

Civil and Structural Engineers
4500 Prime Parkway Suite 201
McHENRY, ILLINOIS 60050
(815) 385-1778

SHEET NO. _____ OF _____
CALCULATED BY TJH / RL DATE 2/9/01
CHECKED BY B. DAVIES. DATE 2/9/01
SCALE 3/8" = 1'-0"

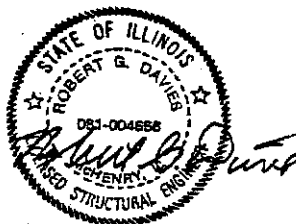
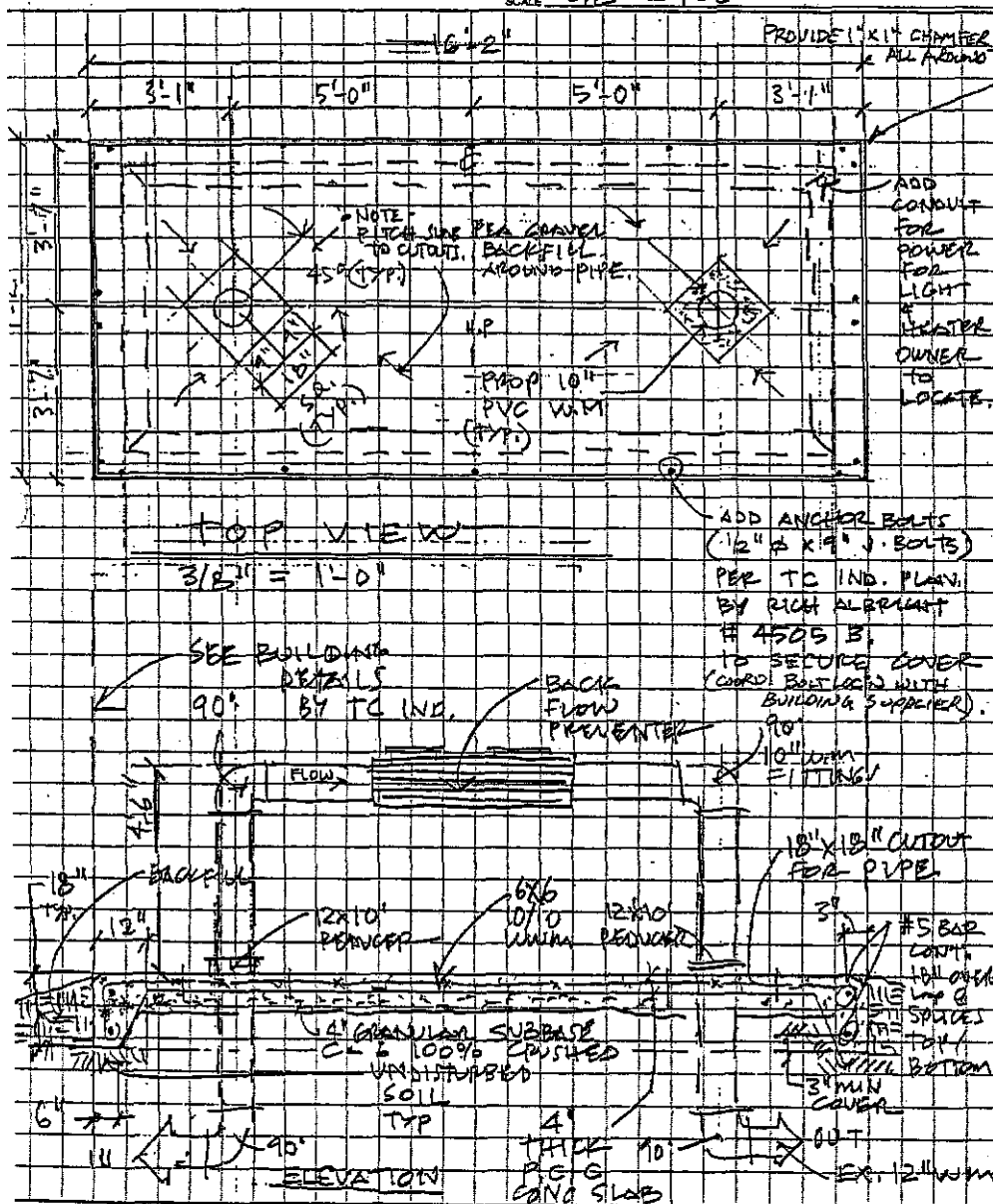


EXHIBIT C

CITIZENS UTILITIES COMPANY OF ILLINOIS
EMERGENCY TELEPHONE NUMBER CONTACT LIST
RE: TERRA COTTA EMERGENCY INTERCONNECTION

Main office (Service Center)
24-hour numbers

630-739-8800
800-942-2481

Dean Thorsen, Foreman
Office
Pager
Cell phone

630-739-8852
708-454-7609
630-816-2372

Steve Phillips, Manager
Office
Pager
Cell phone

630-739-8845
708-454-7553
630-816-2383